



777 Rivendell Lane
Alpharetta, GA 30004

January 12, 2011
Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW, Suite TW-A325
Washington, DC 20554

911 Compliance Letter
EB Docket 05-196

The undersigned Daniel C. Becker is President of Advanced Communication Technology & Services, Inc. dba CauseBox and provides this Letter of 911 Compliance.

Advanced Communication Technology & Services, Inc., is now providing Interconnected VoIP Services through our wholesale Agreement with OneStream Networks, LLC. Recently, 499 Filer ID 828564 was assigned to FRN 0020343273 for filing, reporting and compliance purposes.

911 Solution

Our company's 911 solution is provided through a trusted third party provider, *911 Enable*, a Division of Connexon Telecom, Inc. This third party provider is directly connected to our VoIP wholesaler platform, OneStream Networks, to provide 100% coverage to our intended customer base. *911 Enable* is partnered with TeleCommunication Systems to provide an industry leading E911 solution that is FCC compliant and delivers 911 calls according to the NENA i1 and i2 signaling guidelines. *911 Enable* also has access to the expansive and rapidly growing Level 3 footprint of selective routers, which numbers 323 and covers over 85% of the US population.

We do not permit end-point users to "opt-out" of 911 calling capability, and we provide customer service support to update any change of location as required by an end-user instantly through our customer service department.

To date 100% of the end-points are assigned a physical site address for 911 purposes.

- **911 Routing Info/Connectivity**

In all areas that are equipped with the necessary technology, *911 Enable* routes

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

calls according to the NENA i1 and i2 signal routing guidelines. This means that in all areas covered by our selective routers, *911 Enable* routes calls through the E911 Wireline Network to the appropriate PSAP. We are currently serviced by the Level 3 footprint of selective routers which is the biggest network of its kind. It numbers 323 selective routers which serve 3214 PSAPs as of September 1st 2006. Level 3 is continuously updating its service coverage and stays in close contact with the FCC to communicate changes to its service.

- Transmission of ALI/ANI

In an "enhanced" 911 call (NENA i2), ANI and ALI information are automatically displayed on the PSAP operator's screen. In a "basic" 911 call (NENA i1) only the ANI information is displayed on the screen. *911 Enable* routes calls according to these i1 and i2 protocols in all areas that support them.

911 Coverage

911 Enable has access to ESGWs that have direct and redundant trunking to 323 selective routers. These selective routers reach over 3214 PSAPs as of March 30, 2007, which cover approximately 70% of the U.S. population with enhanced services. *911 Enable* also has coverage for basic 911 in areas where E911 is not available. Approximately 1300 PSAPs are covered for basic 911 as of September 1st 2006, covering approximately 20% of the US population. For customer's outside of the NENA i1 and i2 coverage *911 Enable's* 24/7 call centre manually routes calls to the appropriate PSAP.

Obtaining Initial Registered Information

Advanced Communication Technology & Services, Inc. intends to provide commercial VoIP services and residential VoIP service. As a standard practice, physical location information is collected during the commercial site-survey process for the purpose of configuring 911 properly. The physical location/end-point relationship is maintained in a database and may be updated upon customer need. To date, our underlying wholesale provider OneStream Networks, has 100% of the end-points are assigned a physical site address for 911 purposes.

As part of a standard document within our customer Terms of Service Agreement, Advanced Communication Technology & Services, Inc. requires customer acknowledgement of 911 Terms and Conditions that clearly articulates the mutual responsibilities and risks associated with relocating a VoIP end-point to a different physical site address: and its potential impact on 911 functionality and provides adhesive labels to attach to all IP Phones. This document (see Addendum A) is kept on file at our service bureau. Further 911 information as it relates to nomadic use is provided on the customer's signed Terms of Service Agreement. Please see Addendum B (Section 2.0) attached.

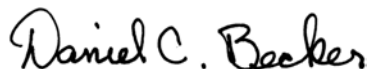
Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

Via a secure portal, provided by Connexion Telecom. Inc., our service representatives setup, test, and; as required, change the physical address/ANI association to ensure consistent and ongoing reliability of the 911 service. Any end-user may call our customer service department from their existing VoIP Telephone to instantly update their physical location as required.

As the Connexion platform is privately interfaced to our VoIP platform via a private network connection reliable ANI or pseudo-ANI is provided instantly for 100% of the 911 calls placed.

Technical Solution for Nomadic Subscribers

The E911 service provides real time provisioning (Geocoding and MSAG validation) and supports in-region and out-of-region telephone numbers. The service does not support automatic location detection, and relies on subscribers to re-provision their information when they are nomadic. However, *911 Enable* is working with TCS in order to stay on the cutting edge of location validation technology. Already, TCS and Skyhook Wireless are developing an automatic location determination solution that uses the Skyhook Wi-Fi positioning system. For nomadic use the 911 service bureau provides a warm-transfer of the call to the appropriate PSAP. The operator remains engaged until the appropriate authority is in command.



Officer of Advanced Communication Technology & Services, Inc.
Name of Officer
Daniel C Becker

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

Addendum A

Customer 911 Information

Emergency 911 Advisory

The U.S Federal Communications Commission (FCC) has mandated that customers using VoIP services must comply with the same 911 emergency contact requirements that apply to customers using traditional telephone service.

The FCC has imposed the following 911 requirements:

- *VoIP service providers may not allow their customers to "opt-out" of 911 service.*
- *Before a VoIP service provider can activate a new customer's service, the provider must obtain from the customer the accurate physical location at which the service will be first used, so that emergency services personnel will be able to locate any customer dialing 911.*
- *By transporting, or relocating your CauseBox 911 telephone or adapter to a physical location other than the physical street address on record with CauseBox, your 911 service may NOT function correctly. Customers must update the physical location they have registered with the VoIP provider, if it changes.*
- *VoIP service providers must make available labels to customers instructing them to provide notification of physical location update if the VoIP telephone is moved to an alternate location. Customer's responsibility is to affix the label to the VoIP telephone.*

Please contact CauseBox Support for additional labels as required. 1-855-228-7329.

[SAMPLE]

Acknowledged, Customer Representative

Date

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

Addendum B

CAUSEBOX Residential

SERVICE TERMS AND CONDITIONS

1.0 Terms and Conditions

1.1 All terms and conditions contained herein are applicable to the services ("Services" or "Service") provided by CAUSEBOX, either directly or as agent or reseller, for other third party providers at CAUSEBOX' sole discretion. These Service Terms and Conditions of Service (the "Agreement") are entered into by and between the subscriber ("you," "your", "Customer" or "Subscriber") and Advanced Communications Technology & Services, Inc., dba CAUSEBOX ("CAUSEBOX," "us" or "we").

1.2 By activating or ordering service ("Ordering Service"), you are agreeing to the provisions of this agreement in entirety. Ordering Service includes, without limitation or qualification: (1) your accepting the CAUSEBOX Agreement electronically during the online signup process; or (2) your submission of an order via phone, fax or written medium; or (3) your use of the Services (as defined herein).

1.3 We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on our website at www.causebox.com. These changes will become binding and effective the date they are posted to our website. No further notice by us is required upon your continued use of the Service. The Agreement, as, and when posted, supersedes all previously agreed to electronic and written Terms of Service.

1.4 Customer shall use CAUSEBOX Services in accordance with (a) the guidelines, manuals or instructions provided by CAUSEBOX, (b) Customer acknowledges that all Customer premise data and voice network infrastructure, LAN, and IP voice equipment including but not limited to routers, switches, firewalls, cable plant, analog converters, analog telephone adapters, modems, fax machines, music on hold devices, IVR devices, CTI devices, IP phones, IP softphones, servers, and personal computers ("Customer Network") is the responsibility of Customer. CAUSEBOX shall provide Customer IT point of contact or Customer IT vendor point of contact with Customer Network IP voice minimum system, compatibility and LAN configuration documentation outlining IP voice best practices. Unless contracted otherwise to do so, Customer acknowledges that CAUSEBOX is not responsible for on going support and maintenance of Customer Network. A Customer Network that supports and is compatible with CAUSEBOX Services is solely defined by CAUSEBOX.

2.0 911-E911 (Please pay special attention to this important section)

2.1 CAUSEBOX provides you with phone services over your broadband connection. There is an important difference between the CAUSEBOX service and the phone service provided over a traditional phone line -- this difference is that the 9-1-1 ("E911") dialing feature with CAUSEBOX has important limitations that you should be aware of and that you advise others of that may use the CAUSEBOX service in your residence or business.

2.2 YOU ARE RESPONSIBLE FOR ACTIVATING THE 9-1-1 (E911) DIALING FEATURE BY TAKING AFFIRMATIVE STEPS TO REGISTER THE ADDRESS WHERE YOU WILL USE THE CAUSEBOX SERVICE BY, BUT NOT LIMITED TO, CALLING 1-855-228-7326 AND SPEAKING WITH A LIVE CUSTOMER SUPPORT AGENT OR LOGGING INTO YOUR ACCOUNT CONTROL PANEL AND PROVIDING OR VALIDATING A

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

VALID PHYSICAL ADDRESS. THIS INFORMATION WILL BE COLLECTED PURSUANT TO ¶1.2. THE ACCURACY OF THE ADDRESS DATA COLLECTED THROUGH THE ON-LINE, OR LIVE-AGENT REGISTRATION PROCESS FOR SERVICE; WHICH WILL BE USED FOR E911 PURPOSES, MUST BE VALIDATED AND IS REQUIRED BEFORE SERVICE CAN BE ACTIVATED. IF THE ADDRESS CANNOT BE VALIDATED, A CAUSEBOX REPRESENTATIVE WILL CALL BACK FOR FURTHER INFORMATION BEFORE SERVICE CAN BE ACTIVATED.

2.3 IF YOU MOVE THE LOCATION OF WHERE YOU USE THE CAUSEBOX SERVICE, YOU MUST AFFIRMATIVELY ACTIVATE THE 9-1-1 (E911) DIALING FEATURE AT THAT LOCATION BY REGISTERING THE ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION, THE 9-1-1 (E911) DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. YOU MUST REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION BY CALLING CAUSEBOX CUSTOMER SERVICE AT 1-855-228-7326, OR CHANGE THE ADDRESS VIA THE WEB SITE; WHICH CAN TAKE UP TO 24 HOURS TO COMPLETE.

Additional limitations to E911 are as follows:

2.4 If you lose power or there is a disruption to power at the location where CAUSEBOX is used, neither CAUSEBOX nor the 9-1-1 (E911) dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the CAUSEBOX device prior to utilizing the service, including the 9-1-1 (E911) dialing feature.

2.5 If your Internet connection or Broadband Service is lost, suspended, terminated or disrupted, neither CAUSEBOX nor the 9-1-1 (E911) dial feature will function until the Internet connection or Broadband Service is restored.

2.6 If your CAUSEBOX account is suspended or terminated, the CAUSEBOX service outage will prevent the 9-1-1 (E911) dialing feature from functioning. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 (E911) dialed calls utilizing CAUSEBOX as compared to traditional 911 dialing over traditional public telephone networks.

2.7 You are responsible for the accuracy and the completeness of the address that you submit to CAUSEBOX for the location at which CAUSEBOX will be used and to which emergency service will be sent in the event that you use the CAUSEBOX 9-1-1 (E911) dialing service. You are responsible for updating and of the advising us of any and all changes to the address or location at which CAUSEBOX will be used. CAUSEBOX uses a third party to route the 9-1-1 (E911) dialed calls to the applicable local emergency response center or to the national emergency calling centers. We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 (E911) dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 (E911) dialed calls is incorrect or yields an erroneous result. Neither CAUSEBOX, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to CAUSEBOX 9-1-1 (E911) dialing service unless such claims or causes of action arise from CAUSEBOX's gross negligence, recklessness or willful misconduct.

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

2.8 Subscriber agrees to release, indemnify, defend and hold harmless CAUSEBOX, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, CAUSEBOX 911 (E911) dialing feature or service or access emergency service personnel.

3.0 Equipment

3.1 CAUSEBOX provides all residential customers with a telephone adapter PRE-PROGRAMMED to use to connect to our service. This device remains the property of Subscriber and must be used in accordance with the terms and conditions of this Agreement.

3.2 Users are not authorized to update the firmware, load third-party firmware, or otherwise tamper with devices while subscribed to CAUSEBOX Services. If a user attempts any of these things and damages the device, they will be responsible for the purchase of a new device for \$49.95.

3.3 Users must not attempt to reset the device to a factory default setting by using the "reset button" on the back of the device. If a user resets the device using this reset button, CAUSEBOX will issue a new replacement for \$49.95 or the device will need to be shipped back to CAUSEBOX at the users expense for reprogramming. A \$25 administrative fee will be charged for this programming. Service credits will NOT be issued for the time the service is down due to the user-initiated device reset.

3.4 The use of any other third party devices (such as ATAs) or software (such as Asterisk) is strictly prohibited. Users who attempt to circumvent this restriction face immediate termination of their service. CAUSEBOX reserves the right to remotely access and manage any devices connected to our network.

4.0 User Name, Account And Password

4.1 You may be given a Username and also be asked to choose a password, when you sign up for Services from CAUSEBOX, the following conditions apply:

- You are responsible for maintaining the confidentiality of your password.
- You agree to select a password that is only known to you and is not easily identifiable to others.
- You are solely responsible for any and all use of your membership including maintaining the security of your password.
- You will not disclose your password to any third party.
- You agree to notify us immediately if you know of or suspect any unauthorized use of, or access to, your password.
- You agree not to use the account, username, or password of another User.

5.0 Support

5.1 CAUSEBOX provides support for using our service and provided hardware only. We do not provide troubleshooting or support for routers, computers or internet connections. The provided phone adapter has a built in router is designed to be connected directly to a modem and then your existing router or computer connected to the built in router. If you connect the CAUSEBOX adapter to an existing router, we cannot provide troubleshooting for your router if service does not work properly.

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

6.0 Service Limitations

6.1 Due to the nature of all VoIP services, CAUSEBOX service is not designed to be used for data connections with modems, home security systems, fax machines and related devices. It is optimized for voice only and you may experience issues and inconsistencies when using CAUSEBOX service in non-voice scenarios.

7.0 Residential Use Only

7.1 CAUSEBOX services are intended for normal residential or light home office use only. Any other use is strictly prohibited. CAUSEBOX may use automated systems to monitor usage to detect patterns which are typical of non-residential use such as autodialing, continuous call forwarding, frequent, excessively long calls to single numbers, etc. The CAUSEBOX Just Communications plan is designed for customers with average usage of under 3,000 minutes per month. Accounts exceeding 3,000 minutes per month on a regular basis may be subject to review and reclassification. CAUSEBOX shall have sole discretion to determine whether service is being used for residential purposes or not.

7.2 CAUSEBOX does provide business services at this time under separate CAUSEBOX Business Agreement.

8.0 Cancellations

8.1 All cancellations must be made online at www.CAUSEBOX.com/cancel or through our toll-free Customer Support Center at 1-855-CAUSEBOX (855-228-7326).

9.0 Billing

9.1 Accounts renew automatically unless canceled. Accounts will renew on or around the anniversary of your initial order based on your selected term. All CAUSEBOX services are prepaid at least one month in advance or prorated to the 15th of the month, whichever is lesser. You must have a credit card on file and CAUSEBOX will bill you automatically when charges are due. Customers are responsible for all international calling usage charges which are terminated to any international destination in accordance with the current published rates of our Just Communication International Rate Plan and premium calls (such as 411) billed to their accounts. CAUSEBOX will bill your credit card automatically for these charges. These charges may be delayed at our discretion or billed at any point immediately following the completion of such calls.

9.2 Annual promotional plans for residential service will renew at standard pricing after the first 12 months. Promotional pricing is applicable to the first year only unless otherwise stated. Standard pricing is \$24.95 Monthly

9.3 If you do not have a credit card on file and use another accepted payment method such as PayPal which may require manual payments to be made, it is your responsibility to ensure that you have a positive account balance at all times. CAUSEBOX is a prepaid service and does not provide a grace period for billing. If invoices are not paid by the due date, your account may be subject to immediate disconnected and a \$5 late fee. There is a \$20 reconnect fee.

9.4 Customer shall pay any taxes and regulatory fees imposed on or based upon the provision or use of the Services.

10.0 Regulatory Changes

10.1 If the FCC, a state PUC, a court of competent jurisdiction, or any other agency with jurisdiction over the services covered by this Agreement issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then this Agreement shall be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

purpose of this Agreement and is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with a Regulatory Requirement within 30 days after the Regulatory Requirement is effective, then upon written notice either Party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement. The Parties acknowledge and agree that termination of this Agreement may not terminate certain of the Services, such as Internet Access, associated local loop charges, and any third party services render directly to the Agent.

11.0 Right to Refuse Service

11.1 CAUSEBOX reserves the right to refuse to provide service to anyone at its sole discretion with or without reason. CAUSEBOX also reserves the right to terminate accounts with or without reason at its sole discretion. If CAUSEBOX terminates service for any reason other than a Terms of Service violation, the customer will receive a full prorated refund for any prepaid service. If CAUSEBOX terminates service for Agreement violation, the user is not entitled to any refund.

12.0 Privacy

12.1 CAUSEBOX utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. CAUSEBOX makes no claims with regards to the privacy of voice packets transmitted over public networks.

12.2 CAUSEBOX provides the following information on customer invoices:

"Consistent with FCC regulation, CAUSEBOX protects customer proprietary information and shall not release information without verification or authentication of the requestor. following strict practices authorized by the FCC. CAUSEBOX will not utilize any customer information for marketing purposes without the expressed written consent of the customer."

13.0 Indemnification

13.1 Customer agrees that it shall defend, indemnify, save and hold CAUSEBOX harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys fees asserted against CAUSEBOX, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless CAUSEBOX against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with CAUSEBOX; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party.

14.0 Binding Arbitration

14.1 By using any CAUSEBOX service, you agree to submit to binding arbitration. If any disputes or claims arise against CAUSEBOX or its subsidiaries, its agents, its employees, its officers, or its owners, such disputes will be handled by an arbitrator of CAUSEBOX's choosing. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Georgia. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrators award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause.

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com

15.0 Disclaimer

15.1 CAUSEBOX shall not be responsible for any damages you or your business may suffer. CAUSEBOX makes no warranties of any kind, expressed or implied for services we provide. CAUSEBOX disclaims any warranty or merchantability or fitness for a particular purpose. Since we use the public internet to delivery service, we cannot guarantee uptime or availability of service.

16.0 General

16.1 If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

16.2 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

16.3 CAUSEBOX and Customer each represent that it has the power and authority to enter into this Agreement.

Phone (770) 667-3777
Fax (770) 360-5516
www.CauseBox.com
info@causebox.com